

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON

RES2019- 044

4
5
6 A RESOLUTION AUTHORIZING EXECUTION OF AN ANIMAL CONTROL
7 AGREEMENT WITH FULTON COUNTY AND FOR OTHER PURPOSES

8
9 WHEREAS, the City of South Fulton ("City") is a municipal corporation duly
10 organized and existing under the laws of the State of Georgia;

11
12 WHEREAS, the Mayor and Council ("City Council") is the duly elected governing
13 authority of the City;

14
15 WHEREAS, Fulton County and the City of South Fulton desire to enter into an
16 agreement for the provision of animal control services; and

17 WHEREAS, the City finds this Resolution to be in the best interests of the City.

18
19 THEREFORE, IT IS NOW RESOLVED BY THE COUNCIL OF THE CITY OF
20 SOUTH FULTON, GEORGIA, as follows:

21 Section 1.

22
23 NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes
24 the Mayor and/or City Manager to execute the intergovernmental agreement for the
25 provision of animal control services between Fulton County, Georgia and the City of
26 South Fulton, in substantially the form attached hereto subject to approval as to form by
27 the City Attorney prior to such execution.

28 *****

29 Section 2. It is hereby declared to be the intention of the City Council that: (a)
30 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or
31 were, upon their enactment, believed by the City Council to be fully valid, enforceable
32 and constitutional.

33 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
34 clause or phrase of this Resolution is severable from every other section, paragraph,
35 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
36 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
37 sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The city attorney and city clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the city clerk.

Section 4. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

THIS RESOLUTION adopted this 10th day of September 2019.

CITY OF SOUTH FULTON, GEORGIA


WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:


S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:


EMILIA C. WALKER, CITY ATTORNEY



83 The foregoing RESOLUTION No. 2019-044, adopted on September 10, 2019 was
84 offered by Councilmember Gumbs, who moved its approval. The motion was
85 seconded by Councilmember Willis, and being put to a vote, the result was as
86 follows:
87

88

89

90

William "Bill" Edwards, Mayor

AYE

NAY

91

Mark Baker, Mayor Pro Tem

X

92

Catherine Foster Rowell

X

93

Carmalitha Lizandra Gumbs

X

94

Helen Zenobia Willis

X

95

Gertrude Naeema Gilyard

X

96

Rosie Jackson

X

97

khalid kamau

X

98

99

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND
SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this ____ day of _____, 2019, by and between the City of South Fulton, Georgia ("**City**"), a municipal corporation, and Fulton County, Georgia ("**County**"), a constitutionally created political subdivision of the State of Georgia, hereinafter collectively referred to as the "**Parties.**"

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering Violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("**Original Agreement**"), for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS, the term of the Original Agreement is set to expire on April 30th, 2018 and the County and City desire to maintain the same level of services for an additional five (5) year period beyond this set date; and

WHEREAS, the Parties desire, through this Agreement, to agree to these Articles of this Agreement under the new terms and conditions set forth;

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for eight (8) months from May 1, 2018, at 0000 hours through and concluding at 2400 hours on December 31, 2018, with four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2022.

At the conclusion of the last term (2400 hours on December 31, 2022), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is

subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The Parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The City and County do hereby agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in this Agreement are material and enforceable during the entire agreed period using the following formula:

$$\text{Payment Amount} = (A+V+C+M+D)(R/TR)$$

A	Annualized contract amount
V	Vehicle replacement (total cost \$832,592 over 5 years -- Approx cost per unit \$52,037)
C	5-year capital improvement plan (total cost \$2,500,000 over 5 years)
M	Annual maintenance cost
D	Call Taking and Dispatch Services (24/7/365)
R	Number of Responses for a Jurisdiction
TR	Total number of Responses

The payment amount for each jurisdiction will be based on its monthly calls for service. An example calculation is included with this document (Attachment 1). The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service with the payment amount determined by the formula listed above.

The payment amount will be enforceable during the period of this agreement and all payments will be due within sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Matthew Kallmyer & David Brown
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the Agreement.

ARTICLE 4

ENFORCEMENT & SERVICE RESPONSE

Animal Control Officers (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACOs shall respond to requests for services called in via the public or municipal partners, and after these priority responses are met, the ACOs will patrol on a scheduled basis area of designated responsibility.

ACOs will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACOs will impound stray dogs, and other animals that are subject to impoundment and when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACOs will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACOs will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be forty-five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than 4 hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than 24 hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through a request for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The County will complete the "thorough investigations" referenced in this section within 7 (seven) calendar days unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 IMMUNITY

It is the intent of the Parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both Parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:
Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW
Suite 4038
Atlanta, Georgia 30303
404-612-0246

404-730-6324 (facsimile)

If to the City:

Odie Donald
City Manager South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336
470-809-7700

With a copy to:

Emilia C. Walker
Fincher & Denmark
8024 Fair Oaks Court
Jonesboro, GA 30236
770-692-2034
770-471-9948

ARTICLE 10 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter of the Agreement.

ARTICLE 12 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the Parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 15
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.


This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, acting by and through its duly authorized officers.

(SIGNATURES ON NEXT PAGE)

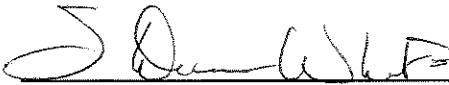
IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

SOUTH FULTON, GEORGIA

Attest:




William "Bill" Edwards
Mayor



Clerk
(SEAL)

APPROVED AS TO FORM:



City Attorney's Office



FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Jesse A. Harris, Clerk to the
Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

Matthew Kallmyer
Fulton County Emergency
Management Services